

AMCC NC Residential Lease

- The following pages contain block-by-block instructions on how to complete the AMCC North Carolina Residential Lease
- Please refer to the Community Guidelines & Policies as the primary reference document.

It has a signature page at the end of the document that will be retained by AMCC.

X = Required Info
BLUE ink = What to fill in the
 blank or extra info

LEASE AGREEMENT

Page 1 of 9

COMMUNITY <u>List your neighborhood (example: Tarawa Terrace II)</u>					
UNIT NUMBER <u>House #</u>		UNIT ADDRESS <u>Street name</u>			UNIT TYPE <u># Bedrooms</u>
CITY <u>x</u>		COUNTY <u>x</u>	STATE <u>North Carolina</u>		ZIP <u>x</u>
1. CURRENT DATE <u>MM/DD/YYYY</u>		2. LEASE COMMENCEMENT DATE (MM/DD/YYYY) <u>10 / 01 / 2005</u>		3. LEASE END DATE <u>03 / 31 / 2006</u>	
4. RESIDENT(S) - INDIVIDUAL(S) RESPONSIBLE FOR LEASE (All Individuals 18 years of age or older)					
a. NAME (Last, First, Middle Initial) <u>Senior Service member or Spouse with POA</u>	b. SSN <u>Senior Svcmb's</u>	c. Pay Grade <u>Senior Svcmb's</u>	d. Branch <u>Senior Svcmb's</u>	e. Duty Station/ UIC <u>Senior Svcmb's duty station</u>	f. Home Phone <u>x</u>
a. NAME (Last, First, Middle Initial)	b. SSN	c. Pay Grade	d. Branch	e. Duty Station/ UIC	f. Home Phone
5. MONTHLY RENT <u>BAH with Dependents rate for your families' senior pay grade</u>			As defined in Sections 3, 4 and 5		
6. SECURITY DEPOSIT AMOUNT <u>Leave blank if paying by allotment or UDEFT. If not paying by allotment or UDEFT, list the same amount as in block 5.</u>			Waived for service members using allotment or UDEFT or if Section 4 applies. One month's Rent for all others will be required.		
7. LATE CHARGE (Applied after the 5 th of the Month) <u>(No action required)</u>			\$ 25.00		
8. RETURNED CHECK CHARGE <u>(No action required)</u>			\$25.00 for any returned checks.		
9. UTILITIES PAID BY OWNER: Pursuant to Section 8. <u>(No action required)</u>					
10. RENT PAYABLE TO MANAGEMENT OFFICE: Atlantic Marine Corps Communities LLC, c/o AMCC Property Management LLC, 1250 Western Blvd #L2, PMB 109, Jacksonville, NC 28546 <u>(this is the name & location to which any check would be addressed and sent)</u>					

11. LIST OF ALL OCCUPANTS (Do not list any from Number 4 above)		
1a. NAME (Last, First, Middle Initial) List information on all Dependents: Spouse and children, of whom you have legal custody in accordance with your Dependents application form.	b. DATE OF BIRTH X	c. RELATIONSHIP X
2a.	b.	c.
3a.	b.	c.
4a.	b.	c.
5a.	b.	c.
6a.	b.	c.
12. EMERGENCY CONTACT		
a. NAME X	b. RELATIONSHIP X	c. TELEPHONE X
13. SPECIAL PROVISIONS AND ADDITIONAL AGREEMENTS: List any extra addendums that apply to you. (Home Based Business Addendum or Initial Limited Lease Term Addendum)		
READ AND ACCEPTED BY:		
X Signature of Senior Servicemember or Spouse w/POA		Printed name
RESIDENT		PRINTED NAME
RESIDENT		PRINTED NAME
Atlantic Marine Corps Communities LLC By: AMCC Property Management LLC, Authorized Agent X Signature of AMCC Employee		Printed name of AMCC Employee
OWNER		PRINTED NAME

THIS LEASE is made on the "Current Date" listed in Box 1 of Page 1, between Atlantic Marine Corps Communities LLC, owner of the subject Premises (the "Owner"), and the individuals referenced in this Lease in Box 4 of Page 1 (collectively referred to as "Resident").

THE PARTIES AGREE AS FOLLOWS:

1. **Parties to Lease.** Subject to the terms and conditions of this Lease, Owner rents to Resident and Resident rents from Owner, the unit referenced on Page 1 of this Lease (the "Premises"). The Premises are to be used for residential use only, with exceptions permitted *solely* upon written approval of Owner. The Premises are managed by AMCC Property Management LLC ("Agent"), whose address and phone number is specified in Box 10 of Page 1. AMCC Property Management LLC is authorized to manage the Premises on behalf of Owner and to give and accept notices, demands and service of process on behalf of the Owner.
2. **Term/Automatic Renewal.** The term of this Lease is for a six (6) month period commencing upon the date set forth in Box 2 of Page 1 or the effective date of the transition to Public Private Venture Housing (if the Community is transitioning to Public Private Venture Housing), whichever is later and ending on the date set forth in Box 3 of Page 1. After expiration of the six (6) month term, this Lease will automatically continue on a month-to-month tenancy. Either party may terminate the month-to-month tenancy after service of a written thirty (30) day notice of termination to the other party. Such notices may be given on any date.
3. **Rent.**
 - A. Resident agrees to pay monthly Rent equal to the Basic Allowance for Military Housing at the "with dependent" rate (the "BAH") at the Resident's duty station of the pay grade of the Resident service member. If more than one service member is listed in Box 4 of Page 1, the Rent for the Premises will be one BAH equal to the higher BAH of the Resident service members. Rent is inclusive of certain utilities, as explained in Section 8. Rent also includes limited renter's insurance coverage. See Section 30 of this Lease and the Community Guidelines and Policies for additional information. If Resident's BAH rate changes at any time for any reason, Resident must notify Owner within fifteen (15) business days of the change.
 - B. If Resident's allotment or Unit Diary Entry Electronic Funds Transfer (UDEFT) is terminated while Resident is still in possession of the Premises without written permission from Owner, Resident will be considered in material breach of this Lease, unless such termination is beyond Resident's fault or control or Resident complies with Section 4.B. Notwithstanding any other provision of this Lease, if the Resident chooses to pay a security deposit equal to one month's rent, such Resident has the option of paying the monthly rent by check, electronic funds transfer or money order to the Owner or Agent.

- C. Rent is payable on the 2nd calendar day of each month. Rent for the first month of the Lease term is payable on the 2nd calendar day of the month following the month in which the Commencement Date occurs. Rent not paid or postmarked by the 5th calendar day of the month in which it is due will be considered late and will be subject to a late charge as set forth in Box 7 of Page 1.

If not able to pay via allotment or UDEFT, (for example Foreign Exchange Officer) initial here.

- i. Direct Payment Option: Resident chooses not to use Unit Diary Entry Electronic Funds Transfer (UDEFT) or allotment payment method, and agrees to make rent payments directly to the Owner on the first day of each month, without notice, to the Owner's office located at the address indicated in Box 10 of Page 1, or such other person at such address as Owner may notify Resident. _____ (Initial here to Select this Option.)
- ii. A security deposit equal to one month's rent is being held at TBD Bank located at (city) and (state).

- D. Residents that do not qualify for BAH will pay the rental amount listed on Box 5 of Page 1 on the first day of each month without notice, to the Owner's office located at the address indicated in Box 10 of Page 1, or such other person at such address as Owner may notify Resident.

4. **Security Deposit.** Unless waived as set forth in Box 6 on Page 1, Resident agrees to pay as a security deposit one month's Rent. If a Resident is in a deployed status when this Lease is signed and is unable to execute an allotment or UDEFT, the Resident shall have the option of paying Rent by check, electronic funds transfer or money order without the requirement of paying any security deposit. Thirty days after return from deployment, the Resident shall be required to elect whether to initiate payment by allotment or UDEFT or pay a security deposit in the amount of one month's Rent.

Security deposits shall be deposited by the Owner in a trust account with a licensed and insured bank or savings institution located in the State of North Carolina, pursuant to Section 42-50 of the General Statutes of North Carolina. Unless Section 3.C.ii is filled in, Owner shall notify the Resident within 30 days after the beginning of the Lease term of the name and address of the bank or institution where the deposit is currently located. All or any portion of the security deposit may be used only for the Resident's possible nonpayment of Rent pursuant to North Carolina General Statute 42-51, damage to the Premises, nonfulfillment of rental period, any unpaid bills that become a lien against the Premises

After reading this page, initial here

INITIAL

due to the Resident's occupancy, costs of re-renting the Premises after breach by the Resident, costs of removal and storage of Resident's property after a summary ejectment proceeding or court costs in connection with terminating a tenancy.

SECURITY DEPOSIT SHALL NOT BE USED BY RESIDENT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.

Upon termination of the tenancy, money held by the Owner as a security deposit may be applied as permitted in the paragraph above or, if not so applied, shall be refunded to the Resident. In either case the Owner shall itemize in writing any damage and mail or deliver same to the Resident, together with the balance of the security deposit, no later than 30 days after termination of the tenancy and delivery of possession by the Resident. If the Resident's address is unknown, the Owner shall apply the deposit as permitted in the paragraph above after a period of 30 days and the Owner shall hold the balance of the deposit for collection by the Resident for at least six months. Owner may not withhold as damages part of the security deposit for conditions that are due to normal wear and tear, nor may the Owner retain an amount from the security deposit that exceeds its actual damages.

The security deposit will not be returned until all Residents have vacated the Premises. Any security deposit returned by check shall be made out to all Residents named on this Lease, or as subsequently modified.

No interest will be paid on the security deposit.

5. Unit Diary Entry Electronic Funds Transfer (UDEFT) and Allotments.

- A. Rent may be paid through a UDEFT if applicable. If a UDEFT is not available, Rent may be paid through an allotment, if available. By signing this Lease and electing not to pay the security deposit set forth in Box 6 of Page 1, Resident agrees to have Resident's BAH converted into a UDEFT or an allotment payable to Atlantic Marine Corps Communities LLC. If an allotment is started before the 10th of the month of move-in, then Resident is responsible for paying the prorated amount of Rent due, which covers Rent from the date of move-in until the 1st of the following month. If an allotment is started after the 10th of the month of move-in, then Resident is responsible for paying all Rent and charges due until the allotment has commenced. Allotments will be verified through Resident's Leave and Earning Statement (the "LES"), which will not be retained by the Owner and non-relevant portions of which may be redacted by the Resident. If Resident is not receiving Resident's BAH at the time of entering into this Lease, payment is not due until the date the Resident receives it, but Rent is owed from the Commencement Date of this Lease. It is Resident's responsibility to make adjustments in the allotment to reflect any changes in Resident's BAH rate. The Resident, after initially electing to pay through UDEFT or allotment, may thereafter elect to pay through check, electronic funds transfer or money order. However, if the Resident makes such election, Resident shall be required to pay a security deposit as indicated in Section 3 and Section 4.

- B. Rent and all other charges owed by Resident pursuant to this Lease and not paid by UDEFT or allotment will be payable by check, electronic funds transfer or money order at the address specified in Box 10 on Page 1.

6. **Late Charge; Returned Checks.**

- A. Resident acknowledges either late payment of Rent or issuance of a returned check may cause Owner to incur costs and expenses. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Owner. *If any installment of Rent due from Resident is not received by Owner postmarked by the 5th calendar day of the month, Resident shall pay to Owner a late charge for such monthly installment as set forth in Box 7 of Page 1. If a check is returned, Resident shall pay to Owner \$25.00 as a returned check charge for the first returned check and each subsequent returned check.*

Late charges and returned check charges shall be deemed fees.

- B. Resident and Owner agree that these charges represent a fair and reasonable estimate of the costs Owner may incur by reason of Resident's late or returned check payment. Any late charge or returned check charge shall be paid with the current installment of Rent. Owner's acceptance of any late charge or returned check charge shall not constitute a waiver as to any default of Resident. Owner's right to collect a late charge or returned check charge shall not be deemed an extension of the date Rent is due under Section 3 or prevent Owner from exercising any other rights and remedies under this Lease and as provided by law.

7. **Condition of Premises Upon Commencement Date.** Both Owner and Resident will conduct a joint walk-through inspection of the Premises prior to the Resident first taking occupancy to determine the condition of the Premises. Existing Residents at the time of privatization (who took occupancy prior to the Commencement Date) may request a joint walk-through inspection of the Premises, which will be scheduled within a reasonable period after request. Resident must provide to Owner in writing within five (5) Business days after taking occupancy or the walk-through, whichever is later, a description and request for repairs of any defects or damage to the Premises, including any furniture, furnishings, appliances, landscaping and fixtures. Otherwise, the Premises will be considered to be clean,

After reading this page, initial here

INITIAL

safe and in good working condition other than defects that are not reasonably discoverable through visual inspection. Owner will provide Resident with a Move-In Condition Form on which Resident may note the items that are damaged or not in operable condition.

8. **Services and Utilities.** Owner shall be responsible for the payment of water, sewer, trash removal, electricity, steam, heating oil and gas services and utilities provided to the Premises during the term of this Lease.
9. **Occupants and Permitted Use.** The Premises may be occupied only by people listed in Box 4 or Box 11 of Page 1 (those listed in Box 11 are called "Occupants"). Residents must notify Owner, in writing and in accordance with the Community Guidelines and Policies, of visitors who plan to stay for more than fifteen (15) consecutive days. Owner may approve such requests on a case-by-case basis, which approval shall not be unreasonably withheld. Resident shall inform Owner in writing of any change in Occupants to be listed in Box 11 of Page 1. Resident agrees to use and maintain the Premises as a private residence only, except as permitted upon written approval of Owner.
10. **Pets.** No animal or pet shall be kept on or about the Premises except for those used as service or guide animals and those included in the Community Guidelines and Policies. The Resident must sign a separate Pet Addendum prior to allowing any pet on or in the Premises. Restrictions on types and quantities of pets are detailed in the Community Guidelines and Policies. Existing pets previously approved by the prior owner shall be permitted upon execution of the Pet Addendum. The Pet Addendum is incorporated into and becomes a part of this Lease.
11. **Rules/Regulations.**
 - A. Resident agrees to comply with the Community Guidelines and Policies delivered to Resident. Resident shall not, and shall ensure that Occupants, guests and licensees of Resident shall not, disturb, annoy, endanger or interfere with other residents of the Community, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or negligently or intentionally damage the Premises. Resident shall not allow activities to be conducted on the Premises that would be considered to be a nuisance under applicable law, thereby unreasonably interfering with another resident's use and enjoyment of their property or adversely affecting the health, safety, and welfare or property rights of the community.
 - B. Resident has been provided with and acknowledges receipt of a copy of the Community Guidelines and Policies, which may be updated from time to time.

12. **Repairs/Alterations.** Owner is responsible for maintenance and repair of the Premises, and for ensuring that the Premises are safe and habitable. Unless otherwise allowed by law, without Owner's prior written consent (which consent shall not be unreasonably withheld), (i) Resident shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es) (except as provided in a Satellite Dish and Antenna Addendum signed by Resident), or using screws, fastening devices, large nails or adhesive materials; (ii) Owner shall not be responsible for the costs of alterations or repairs made by Resident; (iii) Resident shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Resident shall be considered unpaid Rent. Resident agrees to indemnify and hold harmless Owner as to any mechanics lien recordation or proceeding caused by Resident's action or inaction. Residents are authorized to hang pictures and drapes.

If an emergency arises that could cause significant damage to property or injury to persons, Resident shall notify the Owner and thereafter may take reasonable action to prevent such damage or injury and may be reimbursed for reasonable costs incurred in taking such action.

13. **Maintenance.** Resident shall properly use, operate and safeguard the Premises, including if applicable, any privately fenced yard, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean and sanitary. In the event the Resident becomes aware of any problem with, malfunction of, or damage to smoke detectors or carbon monoxide detectors (where applicable), the Resident shall immediately notify the Owner. The Owner will provide and regularly inspect and maintain all smoke detectors and carbon monoxide detectors (where applicable) in good working order. Resident shall be charged for damages caused by Resident, Occupant, pets, guests or licensees of Resident, excluding ordinary wear and tear. Resident shall be charged for all damage to the Premises as a result of failure to report a problem in a timely manner if the Resident could reasonably discover the damages under the circumstances. Resident shall be charged for repair of drain blockages or stoppages caused by Resident. Resident's failure to properly use, operate or maintain any item for which Resident is responsible shall give Owner the right to hire someone to perform such maintenance and charge Resident to cover the cost of such maintenance. Landscaping within privately fenced yards is the responsibility of the Resident while all other landscaping is the responsibility of the Owner. Owner will be responsible for providing electricity, gas, water (hot and cold), heating and air conditioning, trash removal services, street sweeping and pest control. See the Community Guidelines and Policies for additional Owner maintenance responsibilities.

After reading this page, initial here

INITIAL

14. **Database Disclosure.** In accordance with Title 42, United States Code section 14071 and North Carolina General Statutes 14-208.5 through 208.32, state law enforcement authorities are required to collect and disseminate over the internet information concerning persons required to register as sex offenders. The Owner will assist law enforcement agencies in these endeavors as may be required by law. Sex offender information is available at <http://sbi.jus.state.nc.us/DOJHAHT/SOR/Default.htm>.

15. **Waiver.** The waiver of either party of any breach will not be construed to be a continuing waiver of any later breach. If Owner receives the Rent with the knowledge of any violation of this Lease, this will not be deemed a waiver of the breach. No waiver by either party will exist unless made in writing and signed by all parties to this Lease.


16. **Joint and Individual Liability.** If there is more than one Resident, each one shall be individually and completely responsible for the performance of all obligations of Resident under this Lease, jointly with every other Resident, and individually, whether or not in possession.

17. **Right to Relocate.** Owner reserves the right to relocate Resident due to construction and renovations or habitability conditions. Owner will give Resident no less than a 45-day advance notice. Relocations directed by the Owner will be at no cost to the Resident. Relocation expenses resulting from habitability deficiencies caused by the Resident, Occupant, guests or licensees will be at the expense of the Resident, in addition to the cost to repair any habitability deficiencies.

18. **Entry onto the Premises.** Owner or its representatives may enter the Premises: (a) in case of emergency, (b) when Resident has been abandoned or surrendered the Premises, (c) to make necessary or agreed repairs, alterations or improvements, or to perform preventive maintenance, (d) to supply necessary or agreed services, (e) to test and maintain smoke detectors and carbon monoxide detectors, (f) to exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers or contractors, (g) *with your prior permission*, or (h) as otherwise allowed by law. Except in cases of emergency, Owner will provide Resident with reasonable written notice of Owner's intent to enter and entry will be during normal business hours. Resident agrees that forty-eight (48) hours written notice shall be reasonable and sufficient notice. Resident may be present; however, entry is not conditioned upon Resident's presence. In case of an emergency, Owner or its representatives may enter the Premises at any time without prior notice, but the Owner shall make a reasonable effort to provide prior notice and in any event will provide written notice of having entered the Premises. Owner's entry shall not be so frequent or of such duration as to substantially interfere with the Resident's right to quiet enjoyment of the property.

19. **Assignment and Sublet.** Resident shall not sublet all or any part of the Premises, or assign or transfer this Lease or any interest in it. Any assignment, transfer or subletting of the Premises or this Lease by voluntary act of Resident, operation of law or otherwise, shall be null and void and, at the option of Owner, terminate this Lease.
20. **Breach by Resident.** If Resident breaches this Lease, Owner will be allowed, at Owner's discretion, but not by way of limitation, to exercise any or all remedies provided under law.
21. **Estoppel Certification.** If the Premises are sold or refinanced and Owner presents to Resident a "Resident's Certification of Terms - Estoppel Certification," Resident agrees to execute and deliver to Owner within ten (10) days the certificate acknowledging, if true, that this Lease is unmodified and in full force and effect, or in full force and effect as modified with Owner's consent, and stating the modifications. If Resident fails to do so, it will be deemed an acknowledgement by Resident that the certification, as submitted by Owner, is true and correct and may be relied upon by any lender or purchaser. If the Resident is deployed when such request is made, Resident shall sign the estoppel certificate, if true, within 10 days of actual receipt of notice thereof after returning to the United States. In any case wherein the Resident alleges that the Lease has in fact been modified, the Resident shall so state in the estoppel certificate. The estoppel certificate shall provide a plain statement for the Resident to sign to indicate that the Lease has, in fact, been modified.
22. **Community Services and Facilities.** Owner may provide from time to time various services, equipment and facilities for residents to use at their own risk. Resident acknowledges that the use of the services or facilities may be canceled or modified at any time, at the sole discretion of Owner, and Resident will not be entitled to any reduction in Rent. Resident must use the community services or facilities in compliance with the restrictions described in the Community Guidelines and Policies, which are subject to change during the term of this Lease. Resident may obtain additional copies of the Community Guidelines and Policies at the management office upon request. Resident agrees not to allow Occupants and/or guests or invitees who do not comply with the Community Guidelines and Policies to use such facilities. Owner retains the right to deny use or access to any Resident, Occupant or guest who, in Owner's opinion, fails to comply with the Community Guidelines and Policies. Resident recognizes that Owner provides these services and facilities for Residents only as a courtesy in connection with Resident's leasing of the Premises and Owner may not provide attendants, supervisors or instructors, and Owner makes no representation that they have any expertise in operation or maintenance of the services or facilities.

After reading this page, initial here

 INITIAL
--

23. **Hold Harmless.** Resident agrees that Owner, Agent and their representatives do not guarantee, warrant or assure the personal security of Resident or other Occupants. Owner and Agent shall not be liable for death, losses or damages to person or property of Resident, Resident's guests or Occupants, caused by theft, burglary, rape, assault, battery, arson, mischief, war, terrorism, vandalism, fire, smoke (including second-hand smoke from other residences), water, lightning, rain, flood, hail, explosion, sonic boom, interruption of, or spike in, utilities, electrical shock, latent defects, acts of nature or unexplained phenomena, lack of access to the Premises, the Community, or any other land under the control of the Federal Government, or acts of other Residents, Occupants or guests other than Owner's or Agent's negligence or willful misconduct or as otherwise provided by law. Except with respect to liability of Owner or Agent arising under law, Resident will indemnify and hold harmless Owner, Agent and their representatives from any and all liability, costs and expenses (including attorneys' fees) due to death, loss or damage to the person or property of the Resident, Occupants or others present at the Community with the Resident's consent from any cause other than Owner's or Agent's negligence or willful misconduct, and from any liabilities arising as the result of acts or omissions of the Resident, Occupants or others present at the Community with Resident's consent other than liabilities caused by Owner's or Agent's negligence or willful misconduct.
24. **Security Devices.** Except for customary exterior door locks and window latches, Owner will have no duty to furnish (or to continue to furnish) alarms of any kind, security guards, or other security devices except as required by law and to designated selected homes. (See Section 13 concerning Owner and Resident responsibility regarding smoke alarms and carbon monoxide detectors) If Owner furnishes any security device in the Premises, Owner will have no obligation or duty to inspect, test or repair any security device unless Resident requests Owner to do so, except in designated selected homes. Resident must inspect the security devices upon move in, and will be given the opportunity to make comments on their condition on the "Move-In Condition Form". Any and all security devices Resident installs must comply with all applicable laws, and Resident shall not change any locks or otherwise deny Owner access to the Premises. Resident agrees to release, indemnify and hold harmless Owner, Agent and their representatives from and against any liability (including attorney's fees), arising from or in anyway relating to the use or malfunction of any security device installed by Resident.
25. **Rental Information.** If rental history or other information on the Resident is requested by federal, state or local law enforcement agencies, Resident agrees that Owner may provide this information without recourse or further written authorization from Resident.

26. Resident's Obligations Upon Vacating the Premises.

- A. Upon termination of this Lease, Resident shall: (i) give Owner all copies of all keys or opening devices to the Premises, including any common areas; (ii) vacate and surrender the Premises to Owner, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver the Premises, as specified in paragraph C below, to Owner in the same condition as referenced in Section 7, excepting ordinary wear and tear; (v) remove all debris; and (vi) give written notice to Owner of Resident's forwarding address, if known.

- B. All alterations/improvements left by the Resident at termination and that are made by or caused to be made by Resident, with or without Owner's consent, shall be deemed abandoned and may be disposed of, or retained by, Owner upon termination. Owner may charge Resident for restoration of the Premises to the condition they were in prior to any alterations/improvements.

- C. Right to Pre-Move Out Inspection and Repairs as follows:
 - (i) Within five (5) days after Resident provides Owner with a written notice of intent to vacate, Owner shall perform a pre-move out inspection and inform the Resident in writing of any potential move-out charges that may be assessed. At Resident's option, Resident may attend such pre-move out inspection. Resident shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Lease.

 - (ii) Any repairs or alterations made to the Premises as a result of this inspection shall be made at Resident's expense. Repairs may be performed by Resident or through others, who have adequate insurance and licenses and are approved by Owner. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good and workmanlike manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following repairs may not be possible.

 - (iii) Any personal property which is left on the Premises for more than seven (7) days after termination of the tenancy will be considered abandoned and may, at the option of the Owner, be disposed of at the Resident's expense. Owner is not liable to Resident or any other person for loss of property so abandoned.

- D. Final Move Out Inspection. Owner shall perform a final move out inspection on or promptly after the date Resident vacates the Premises. Owner will make a reasonable effort to accommodate the Resident's attendance at the final move-out inspection. At Resident's option, Resident and/or an agent designated by the Resident may attend such final move out inspection. Resident will be notified in advance of final move out inspection date. The residence must be in 'broom swept' condition upon move out. The Resident will be assessed charges for any damages to the Premises, except ordinary wear and tear.

27. Termination by Resident Prior to Expiration of Term.

- A. A Resident that is a military member shall have the right to terminate this Lease if: (i) the Resident is required to move pursuant to permanent change of station orders; (ii) the Resident receives temporary duty or deployment orders equal to or in excess of three (3) months' duration to depart thirty-five (35) miles or more (radius) from the Premises' location; (iii) the Resident is discharged or released from active duty with the armed forces of the United States or the Coast Guard; or (iv) the Resident dies during active duty (in which case an adult member of his or her immediate family or personal representative of the estate may exercise this right). In addition, a Resident that is a service member shall have the right to terminate this Lease as provided in the Service Members' Civil Relief Act, as shall Resident's dependents as provided in the Service Members' Civil Relief Act.
- B. In order to terminate this Lease under Section 27(A) above, Resident (or, in the case of death, an adult member of his or her immediate family or personal representative of the estate) shall provide Owner a written thirty (30) day notice of intent to vacate (accompanied by appropriate forms/documents evidencing the circumstances giving rise to such right). The foregoing thirty (30) day period can be reduced or waived by Owner under special circumstances. If (i) the Resident terminates this Lease early under Section 27(A) above, or (ii) two Residents terminate this Lease under either Sections 27(C) or 27(D) below, then the terminating Resident(s) will not be assessed a penalty for early termination. However, Resident is still responsible to turnover the Premises in accordance with the terms of this Lease.
- C. If two Residents are military members and only one Resident terminates this Lease under Section 27(A) above, the remaining Resident will not be required to terminate the Lease as to the remaining Resident, but has the option to do so by providing Owner a written thirty (30) day notice of intent to vacate.

- D. If only one Resident is a military member and if that Resident terminates this Lease under Section 27(A) above, the remaining Resident shall not be required to terminate this Lease, but has the option to terminate or extend the Lease and permission will be given on a case by case basis. In the event such non-military Resident continues to occupy the Premises under this Lease, the monthly rental rate for the remainder of the then current term shall continue to be the monthly Rent immediately prior to termination by the military Resident. If remaining Resident desires to terminate this Lease, a written thirty (30) day notice must be given to the Owner.
- E. If Resident terminates this Lease early, because Resident is buying a house, Resident will not be assessed a penalty for early termination. In such event, Resident will only be responsible for submitting to Owner a written thirty (30) day notice of intent to vacate.

28. Termination by Owner Prior to Expiration of Term.

- A. Owner shall be entitled to terminate this Lease if Resident is in default under any of the covenants, terms or conditions of this Lease.
- B. In addition, Owner may terminate this Lease for the following reasons: (i) misuse or illegal use of the Premises, or conduct of Residents, Occupants guests or licensees which is detrimental to community safety and health; (ii) unacceptable care of or damage to the Premises; (iii) the Resident, in the act of apparent abandonment and as a result of voluntary action, ceases to reside personally in the Premises; (iv) use of the Premises for illegal activities; (v) commercial transactions not permitted in advance in writing by Owner; or (vi) construction or renovation relocations in accordance with the Construction and Relocation Rider.

- 29. Damage to the Premises.** If, by no fault of Resident, the Premises is totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that renders the Premises totally or partially uninhabitable, Resident or Owner may terminate this Lease by giving the other written notice. Rent shall be abated as of the date the Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a thirty (30) day period. If this Lease is not terminated, Owner shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Resident's reasonable use of the Premises. If damage occurs as a result of an act of Resident, Occupant or Resident's guests or licensees, only Owner shall have the right of termination, and no reduction in Rent shall be made.

After reading this page, initial here

INITIAL

30. **Insurance.** Rent includes limited renter's insurance coverage. This coverage is purchased on behalf of the Resident. See Community Guidelines and Policies for additional information on coverage provided for you as a Resident. Other than such coverage, Residents', Occupants', and guests' personal property and vehicles are not insured under any policy owned, purchased or maintained by Owner against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Resident is encouraged to review coverage included in Community Guidelines and Policies and is advised to carry Resident's own insurance to protect Resident from any such loss or damage not covered.
31. **Attorneys' Fees and Costs.** If any legal action or proceeding is brought by either party to enforce any part of this Lease, the prevailing party shall be entitled to recover from the other party, in addition to all other relief, reasonable attorneys' fees and court costs.
32. **Informal Dispute Resolution.** If Resident has a request or concern:
- A. The Resident may bring request or concern to the attention of the onsite management office.
 - B. If unsatisfied with the response of the onsite management office, the Resident may bring the request or concern to the attention of the Director of Property Management at the owner's general management office.
 - C. If unsatisfied with the response of the Director of Property Management at the general management office, the Resident is encouraged to bring the request or concern to the attention of the Military Housing Office, which may be able to assist.
33. **Mediation.** Owner and Resident agree to mediate any dispute or claim arising between them out of this Lease, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. The parties agree to use a mediator selected from the mediation list incorporated in the Community Guidelines and Policies. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to make reasonable efforts to resolve the matter through mediation, or refuses to mediate in good faith after a request has been made, then that party shall not be entitled to recover attorney's fees even if that party eventually prevails in the court proceeding. The following matters are excluded from this paragraph: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; (iii) any claim in an amount less than or equal to \$2000; and (iv) any matter within the jurisdiction of a probate, or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

34. **Choice of Law:** For all Residents other than Slocum Village Residents, this Lease and the contractual relationship between the parties shall be construed exclusively in accordance with, and shall be exclusively governed by, federal substantive law, except that the following State law shall apply: the substantive laws of the State of North Carolina, including but not limited to North Carolina General Statutes, chapter 42, and the common law interpreting those statutes. For Slocum Village Residents, this Lease and the contractual relationship between the parties shall be construed exclusively in accordance with, and shall be exclusively governed by the substantive laws of the State of North Carolina, including but not limited to North Carolina General Statutes, chapter 42, and the common law interpreting those statutes.

35. **Time of Essence; Entire Contract; Changes.** Time is of the essence. All understandings between the parties are incorporated in this Lease. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Lease is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect to the fullest extent permitted by law. Neither this Lease nor any provision in it may be extended, amended, modified, altered or changed except in writing signed by Owner and Resident. This Lease and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

36. **Keys and Remotes.** Resident acknowledges receipt of:

☐ _____ key(s) to the Premises,
☐ _____ key(s) to mailbox,
☐ _____ remote control device(s) for garage door/gate opener(s),
☐ _____

37. **Notifications.**

Indicate a check mark in the block and the # of keys issued to you for your Premises, mailbox, and applicable garage door. If any are not applicable, leave blank.

If you had a key issued to you that is not of the types listed, please check this box and write in the number and type of key. If not applicable, leave blank.

After reading this page, both Residents (adults) initial here

INITIAL

a) To Resident: Unless otherwise required in this Lease, any notice from Owner to Resident will be valid only if: (i) it is in writing, (ii) it is addressed to Resident at the Premises and (iii) it is personally delivered to the Premises or sent by mail. The effective date of a notice will be the day it is personally delivered to the Premises or, if it is mailed, two days after the date it is postmarked. Residents that are deployed or on temporary duty orders away from the Installation whose Premises will be unoccupied for more than thirty (30) days may provide an alternative address to the Owner for delivery of notices other than notices for routine or preventive maintenance, and Owner shall provide a copy of any such notice to the alternative address.

(b) To Owner: Unless otherwise required in this Lease or by law, Resident will give all required notices to Owner in writing, delivered personally or sent by mail. All such notices shall be addressed to Owner at the address set forth in Box 10 on the first page of this Lease or such other address as Owner may designate by written notice given in accordance with this section to Resident. The effective date of such notice will be the day it is personally delivered or, if it is mailed, two days after the date it is postmarked.

38. **Addenda.** Resident acknowledges receipt of the following Addenda, copies of which are attached hereto and are incorporated as part of this Lease.

Put a check mark in the box by each of the addenda that apply to you, in order to acknowledge you have received them. The listed addenda are attached to the Lease.

- ☐ Community Guidelines and Policies (dated 10/01/2005) – Every Resident
- ☐ Pet Addendum – For applicable Residents to complete
- ☐ Satellite Dish and Antenna Addendum – For applicable Residents to complete
- ☐ Construction and Relocation Rider – Every Resident
- ☐ Executive Homes Addendum – For applicable Residents to complete on day of Inventory appointment
- ☐ Mold and Mildew Addendum – Every Resident
- ☐ Lead Based Paint Hazards Disclosure – Every Resident
- ☐ Asbestos Disclosure – Every Resident
- ☐ Other _____
Specify

Resident has read and understands this Lease and agrees to be bound by all of its terms and conditions, and that Resident has received a duplicate original of this Lease.

If either of the additional addenda apply to you (Home Based Business Addendum or Initial Limited Lease Term Addendum), check the box and list the addendum. AMCC personnel can provide these documents, which are not attached to the Lease.

X Signature of Senior Servicemember or Spouse with POA

RESIDENT

X

RESIDENT

OWNER:

Atlantic Marine Corps Communities LLC
By: AMCC Property Management LLC, Authorized Agent

X Today's Date

DATE

X

DATE

X Signature of AMCC Employee

X Signature Date

After reading this page, initial here

INITIAL

PET ADDENDUM

Page 1 of 2

Pet ownership is a conditional privilege extended to Residents in the community who meet the conditions specified below. Resident must act responsibly to control and care for Resident's pets. If Resident fails to do so, Owner at any time may revoke the privilege.

Resident must request approval from the Owner for Resident's pet before moving the pet into the Premises. Owner's approval must be in writing. Small birds, fish, hamsters, guinea pigs and gerbils which are properly caged in a domicile designed for their habitation are not counted against any pet limit and are allowed in the Premises. Resident is not allowed to breed any animals for any purpose at any time. Only two pets, dog(s) and/or cat(s), are allowed per home.

RESIDENTS ARE ALLOWED:

Resident will be responsible for a proper flea and tick control program for Resident's pet(s). Resident will be required to provide documentation that the Premises has been treated prior to vacating the Premises. Any damages or flea infestation will be Resident's responsibility to remediate.

CONDITIONS OF ANIMAL OWNERSHIP:

- a) Vaccinations, license, and permits must be obtained as required by law, and Owner may request copies of these documents at any time.
- b) No reptiles of any kind are permitted.
- c) Only the pet(s) named and described on this Lease addendum will occupy the unit and no additional or different pet is authorized under this Lease.
- d) Each pet will be kept at all times inside the unit or within Resident's fenced and gated private backyard if Resident has one, except when on a leash and accompanied by and under Resident's control.

- d) Each pet will be kept at all times inside the unit or within Resident's fenced and gated private backyard if Resident has one, except when on a leash and accompanied by and under Resident's control.
- e) If any pet becomes a disturbance or nuisance to others in or around the neighborhood, Resident will immediately remove the pet.

Insert info on your pets, if applicable. If you do not have the license number or rabies shot date with you, please contact your AMCC neighborhood office with that info prior to 01OCT05.

Resident must clean up after each pet immediately. The areas of the Premises used by Resident's pet must be kept sanitary and shall not constitute a fly breeding reservoir, a source of offensive odors or nuisance.

Animals shall be humanely treated at all times. Animals and the areas of the Premises used by Resident's pets shall not be permitted to disturb the peace or constitute a public nuisance or hazard.

Owner is to be notified in the event of the death or removal of pets from the Premises. If obtaining new pets, a new Pet Addendum with current pet information must be completed.

DESCRIPTION OF PET (1):		
Name of Pet:	Type of Pet: <input type="checkbox"/> DOG <input type="checkbox"/> CAT	Breed:
Color:	Weight:	Age:
License Number:	Date of Last Rabies Shot:	Veterinarian's Name:
DESCRIPTION OF PET (2):		
Name of Pet:	Type of Pet: <input type="checkbox"/> DOG <input type="checkbox"/> CAT	Breed:
Color:	Weight:	Age:
License Number:	Date of Last Rabies Shot:	Veterinarian's Name:

If applicable: After reading this page, initial here

Attach a photo of the pet(s) in this space (Optional for existing residents at the time of Privatization):

Attach a photo in this space. Please bring a photo of your pet into your neighborhood AMCC office when possible.

Authorization to keep a pet will be rescinded if the pet becomes a nuisance to neighbors because of noise, odor, sanitation, misbehavior, or grounds conditions. If the pet becomes a nuisance, the following will apply:

- a) Upon receipt of a valid written complaint, Resident will be issued a violation notice requiring Resident to take immediate corrective action. If the incident is a serious one, such as an animal bite, the notice may direct immediate removal of the animal and loss of pet privileges.
- b) If Resident fails to take corrective action immediately, Resident will be required to remove the pet from the Premises.

- c) Resident's failure to comply with a notice of pet removal or revocation of pet privileges shall constitute a material breach of the Lease.
- d) See the Community Guidelines and Policies for further information regarding pets in privatized housing.

Resident agrees to the above.

<u>x Signature of Senior Servicemember or Spouse w/ POA</u>	<u>x Today's date</u>
RESIDENT	DATE

<u>X</u>
RESIDENT

<u>x</u>
DATE

SATELLITE DISH AND ANTENNA ADDENDUM

Page 1 of 2

Under a Federal Communications Commission (FCC) order, Resident has a limited right to install a satellite dish or receiving antenna on the Premises. Owner may impose reasonable restrictions relating to installation. Resident is required to comply with the following restrictions as a condition to installing such equipment:

Number & Size: Resident may only install one satellite dish or receiving antenna within the leased Premises. A satellite dish may not exceed 39 inches (1 meter) in diameter. An antenna or dish may receive but not transmit signals.

Location: Location of the satellite dish or antenna is limited to (a) inside the home, or (b) in an area outside Resident's dwelling such as a balcony, patio, yard, etc. of which Resident has exclusive use pursuant to the Lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence, or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to Resident for Resident's exclusive use. Existing satellite dishes previously approved shall be permitted to remain in place.

Safety & Non-Interference: Resident's installation: (a) must comply with reasonable safety standards; (b) must not interfere with the Premises' cable, telephone or electrical systems or those of neighboring properties; (c) must not be connected to the Premises' telecommunications systems; and (d) must not be connected to the electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies WITHIN Resident's leased Premises (such as a balcony or patio railing); or (3) any other method approved by Owner. No other methods are allowed. Owner may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not unreasonably impair reception.

Signal Transmission from Exterior Dish or Antenna to Interior of Dwelling: Under the FCC order, Resident may not damage or alter the Premises and may not drill holes through outside walls, door jams, windowsills, balcony railings, etc. If Resident's satellite dish or antenna is installed outside Resident's living area (on a balcony, patio, or yard of which Resident has exclusive use under Resident's Lease, signals received by Resident's satellite dish or antenna may be transmitted to the interior of Resident's dwelling only by; (1) running a "flat" cable under a door jamb

railings, etc. If Resident's satellite dish or antenna is installed outside Resident's living area (on a balcony, patio, or yard of which Resident has exclusive use under Resident's Lease, signals received by Resident's satellite dish or antenna may be transmitted to the interior of Resident's dwelling only by; (1) running a "flat" cable under a door jamb or windowsill in a manner that does not physically alter the Premises and does not interfere with the proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane" similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window - without drilling a hole through the window; (4) wireless transmission of the signal to a device inside the dwelling; or (5) any other method approved by Owner.

Workmanship: For safety purposes, Resident must obtain Owner approval of (1) the strength and type of materials to be used for installation, and (2) the person or company who will perform the installation. Installation must be done by a qualified person or company that has worker's compensation insurance and adequate public liability insurance. Owner approval will not be unreasonably withheld. Resident must obtain any permits required by the applicable local ordinance for the installation and comply with any applicable local ordinances.

Maintenance: Resident will have the sole responsibility for maintaining Resident's satellite dish or antenna and all related equipment. Owner may temporarily remove the satellite dish or antenna if necessary to make repairs to the Premises or building.

Removal & Damages: Resident must remove the satellite dish or antenna and all related equipment when Resident moves out of the dwelling. Resident must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the Premises to its condition prior to the installation of Resident's satellite dish, antenna, or related equipment.

Indemnity: Resident is fully responsible for the satellite dish or antenna and related equipment. Except to the extent of liability imposed on Owner or Agent by law, Resident agrees to defend, indemnify and hold harmless Owner and Agent, from any claims by others relating to Resident's satellite dish or antenna.

If applicable: After reading this page, initial here.

Initial

When You may Begin Installation: Resident may start installation of his/her satellite dish or antenna only after Resident has:

1. Signed this Addendum;
2. Received written approval of the installation materials and the person or company who will do the installation by Owner.

Resident understands and agrees to abide by the terms above of this Satellite Dish and Antenna Addendum.

X Signature of Senior Servicemember or Spouse w/POA Today's date
RESIDENT DATE

X _____
RESIDENT

X _____
DATE

CONSTRUCTION AND RELOCATION RIDER

Page 1 of 2

THIS CONSTRUCTION AND RELOCATION RIDER TO LEASE is made a part of the Lease with Atlantic Marine Corps Communities LLC (the "Owner") and the Individuals referenced on Page 1 of the Lease (hereinafter collectively referred to as "Resident").

THE PARTIES UNDERSTAND AND AGREE AS FOLLOWS:

- 1. Construction and Planned Renovations.** The neighborhood in which subject Premises are located is undergoing an extensive rehabilitation process, which will involve demolition of existing units and common areas and construction of new units and common areas, as well as renovation of existing units. Construction is ongoing and Owner makes no warranty regarding the date of completion of such construction and renovations.
- 2. Absence of Amenities, Community Services/Facilities.** The Lease and information provided to the Resident regarding the property and the Community may refer to amenities, community services/facilities (collectively hereafter referred to as "amenities") that may be affected by the rehabilitation. Resident is aware that certain amenities are being demolished and/or constructed and may not be accessible to Resident until conclusion of their construction, or not at all. Such amenities include but are not limited to parking lots, driveways, landscaping, playgrounds, tot lots and guest parking. Unless otherwise specified in writing in the Lease, Owner makes no representations or warranties regarding the availability of any amenities to Resident.
- 3. Construction Noise & Inconvenience.** Resident acknowledges that construction may inconvenience the Resident in the form of lack of access to amenities as specified above, utility interruptions, construction debris and noise including safety feature testing (such as fire or burglar alarms). Resident agrees that notwithstanding such, the lack of amenities, the noise of construction, and the inconvenience associated with the construction shall not entitle Resident to any offset to rental obligations, or form the basis for a complaint against Owner, its agents, employees or assigns for Rent relief, or any other claim, right, or remedy against Owner, including constructive eviction, stemming from the Owner-Resident relationship. However, if such construction noise and inconvenience materially affect the Resident's quiet enjoyment of the Premises, the Resident may terminate by providing the Owner with a written thirty (30) day notice. Such termination will not entitle the Resident to any assistance described in paragraph 5 below.

4. **Lease Termination.** During the term of the Lease, Owner may terminate the Lease upon giving 45 days written notice to Resident to vacate (hereafter referred to as "Construction Termination"). Construction Termination shall be at the sole option and discretion of the Owner; Resident shall not have the right to give a Construction Termination notice.
5. **Assistance Provided to Resident Upon Construction Termination.** If the Lease is terminated due solely to "Construction Termination," Owner will provide Resident with (1) personal property moving assistance and (2) relocation assistance, as set forth below.
 - A. **Personal Property Moving Assistance.** The Owner will provide the Resident with personal property moving assistance in conjunction with the Military Housing Office officials. Costs associated with a move resulting from a Construction Termination will not be the responsibility of the Resident.
 - B. **Relocation Assistance.** If the Lease is terminated due to "Construction Termination," Owner agrees to assist Resident's relocation by:
 - i. Providing Resident with reasonable information about replacement housing available to Resident within 1 commuting hour of the Premises location;
 - ii. When Resident delivers to Owner a copy of an executed lease for replacement housing (on terms mutually agreed upon between Resident and the Owner of the replacement property), the Resident will be provided a dislocation allowance by the Owner which is intended to offset certain costs associated with dislocation.

6. **Damages Caused by Relocation Delay.** Resident is aware that Owner may have extremely tight construction deadlines to meet, and that any delay by Resident in relocating could cause significant damage to Owner for which Resident may be liable. It is agreed between the Owner and the Resident that failure by the Resident to comply with your responsibilities to move as provided in the Construction Termination notice provided to the Resident by the Owner will entitle the Owner, in addition to the daily rental value of the Premises, at its option, to impose either liquidated damages of \$50 per day or to seek actual damages. Resident should be aware that actual damages could be extremely costly.

If you have questions, please contact the Property Manager at the phone number provided in Box 10 on Page 1 of the Lease.

We have read and agree to the above.

X Today's date
DATE

X Signature of Senior Servicemember
RESIDENT

X _____
DATE

X _____
RESIDENT

After reading this page, initial here

Initial

EXECUTIVE HOMES ADDENDUM

Page 1 of 2

Dwellings designated as Executive Homes are entitled to special furnishing items for the fulfillment of public entertainment duties or due to the nature of their assignment. Included in the entitlement are costs for delivery, transportation, and repair or replacement of special furnishings. These items are most often purchased during changes of occupancy and are utilized as required by the Resident.

Furnishings are limited to the public entertainment areas of the residences. These areas include the entrance foyer, living room(s), dining room, stairways and hallways interconnecting these areas, patios, sun porches, and bathrooms used for entertaining purposes. Furnishings provided are not intended to replace personally owned items.

Additionally, carpets, area rugs, draperies, and sheer curtains may be provided for the public entertainment areas of the residences.

Resident shall maintain the furnishings and carpets in good condition, free of visible stains and damage. Resident shall inform Owner if such furnishings are in need of repair or cleaning due to damage or being soiled during public entertainment functions. Cleaning costs for carpeting and furniture will be paid for by the Owner, on a quarterly basis, provided that Resident will be required to reimburse the Owner for excessive damage to furnishings due to neglect or intentional acts.

Owner will replace special furnishings, carpet, equipment and furniture on an "as required" basis using the prudent landlord concept generally during the period of change of occupancy.

The furnishings provided with this residence are described on the inventory attached to this Addendum. Resident shall be required to document the condition of furnishings/furniture at the time of move in and move out. Resident may request that a representative of the Owner be present during the inspection.

Owner will provide all grounds maintenance for Executive Homes including inside fenced areas.

x Signature of Senior Servicemember or Spouse w/POA
RESIDENT

x Today's date
DATE

x _____
RESIDENT

x _____
DATE

Atlantic Marine Corps Communities LLC
By: AMCC Property Management LLC, Authorized Agent

x Signature of AMCC Employee
OWNER

x Signature date
DATE

INVENTORY

Maintenance staff will make an Inventory appointment to confirm the items listed in the Green letter are correct and in good working order.

Sign and Date on TBD Inventory appointment date.

____ Signature of Senior Servicemember _____
(Signature)

Date: ____ Signature Date ____

____ Signature of Spouse, if applicable _____
(Signature)

Date: ____ Signature Date ____

MOLD AND MILDEW ADDENDUM

Page 1 of 3

THIS MOLD AND MILDEW ADDENDUM is made a part of the Lease with Atlantic Marine Corps Communities LLC (the "Owner") and the Individuals referenced on Page 1 of the Lease (hereinafter collectively referred to as "Resident").

MOLD: Mold is found virtually everywhere in our environment—both indoors and outdoors and in new and old structures. Molds are naturally occurring microscopic organisms, which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless appropriate precautions need to be taken.

PREVENTING MOLD BEGINS WITH THE RESIDENT: In order to minimize the potential for mold growth in the Unit, Resident agrees to do the following:

- Provide appropriate climate control and take other measures to retard and prevent mold and mildew from accumulating in the Unit. Resident agrees to use all air conditioning in a reasonable manner and use heating systems in moderation, and to keep the Unit properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. Resident agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Unit.
- Keep Unit clean – particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.

- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate into nearby walls.
- When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath: (1) wipe moisture off of shower walls, shower doors, the bath tub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up towels and bath mats so they will completely dry out. Turn on any exhaust fans in the bathroom and kitchen before showering or cooking with open pots.
- Keep blinds 1 to 2 inches above the windowsill to allow air circulation behind blinds; use ceiling fans if present, and replace air filters according to management rules.
- IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NO-POROUS SURFACES (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), AND THE MOLD IS NOT DUE TO AN ONGOING LEAK OR MOISTURE PROBLEM, the federal Environmental Protection Agency (EPA) recommends that the area is first cleaned with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on type household biocide, such as Lysol Disinfectant, Pine-Sol Disinfectant, Tilex Mildew Remover or Clorox Clean. (Note: Only a few of the common household cleaners will actually kill mold.) Tilex and Clorox contain bleach, which can discolor or stain. Be sure to follow the instruction on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.
- Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items such as fibers in sofas, chairs, drapes and carpets-provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

MOLD AND MILDEW ADDENDUM

Page 2 of 3

RESIDENT SHALL IMMEDIATELY REPORT TO MANAGEMENT IN WRITING:

- Any air conditioning or heating system problems discovered.
- Rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level.
- Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or a/c drip pans or clogged up a/c condensation lines.
- Leaks from plumbing lines or fixtures and leaks into walls from bad or missing grouting/caulking around showers, tubs, and sinks.
- Washing machine hose leaks, plant-watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open pot cooking.
- Leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- Insufficient drying of carpets, carpet pads, shower walls and bathroom floors.
- Any evidence of a water leak or excessive moisture in the Unit as well as in any storage room, garage or other common area.
- Evidence of mold or mildew-like growth in the Unit that cannot be removed simply by applying a common household cleaner and wiping the area.
- Musty odors, shower/bath/sink/toilet overflows
- Any inoperable doors or windows
- Discoloration of walls, baseboards, doors, window frames, or ceilings
- Moldy clothing
- Moisture dripping from or around any vents, air conditioning condenser lines

RELOCATION: Please understand that if mold is detected in your Unit, the Owner may, at its discretion and its cost, temporarily relocate you to a comparable, furnished apartment or a hotel while the Owner evaluates, and if the Owner deems necessary, corrects the problem. Your signature below indicates your agreement that the Owner may temporarily relocate you to a comparable furnished apartment or a hotel under such circumstances.

TERMINATION OF TENANCY: Owner reserves the right to terminate the tenancy and Resident agrees to vacate the Unit if Owner in its sole judgment feels that either there is mold or mildew present in the Unit which may pose a safety or health hazard to Resident or other persons and/or Resident's actions or inactions are causing a condition which is conducive to mold growth.

INSPECTIONS: Resident agrees that Owner and Owner's agent may conduct inspections of the Unit at any time with reasonable notice.

VIOLATION OF ADDENDUM: Resident further agrees that Resident shall be responsible for damage to the home and Resident's property as well as personal injury to Resident and occupants resulting from Resident's failure to comply with the terms of this Addendum. Noncompliance includes, but is not limited to, Resident's failure to immediately notify management in writing of any mold, mildew or moisture problems. A default under the terms of this Addendum shall be deemed a material default under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies at law or in equity. Resident shall indemnify and hold Owner and Owner's agents harmless from and against all damages and injuries to person and property as a result of Resident's failure to comply with the terms of this Addendum.

Project: List your neighborhood
Unit: House # & Street name

MOLD AND MILDEW ADDENDUM

Page 3 of 3

LEASE: This Addendum is in addition to and made a part of the Lease and in the event there is a conflict between the Lease and this Addendum, the provisions of this Addendum shall govern. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. Any term that is capitalized but not defined in this Addendum shall have the same meaning for purposes of this Addendum as it has for purposes of the Lease.

We have read and agree to the above.

x Signature of Senior Servicemember or Spouse w/POA
RESIDENT

x Today's date
DATE

x _____
RESIDENT

x _____
DATE

Atlantic Marine Corps Communities LLC
By: AMCC Property Management LLC, Authorized Agent

x Signature of AMCC Employee
OWNER

x Signature date
DATE

LEAD BASED PAINT HAZARDS DISCLOSURE

This Lead Based Paint Hazards Disclosure ("**Disclosure**") is given to [List names of Residents \(adults\)](#) ("**Resident**") by Atlantic Marine Corps Communities LLC (the "**Owner**") concurrently with the attached Lease Agreement ("**Lease**"), with respect to the Premises described in the Lease.

LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. In addition, housing constructed during and after 1978 may contain surfaces coated with lead-based paint manufactured before 1978. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

[N/A](#)

Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum have been provided to Resident:

A report summarizing potential Lead Based Paint hazards for each neighborhood will be available for review at the AMCC Management Office as of October 1, 2005.

A report summarizing potential Lead Based Paint hazards for each neighborhood will be available for review at the AMCC Management Office as of October 1, 2005.

Owner, previously or as an attachment to this addendum, has provided Resident with the pamphlet "*Protect Your Family From Lead in Your Home*" or an equivalent pamphlet approved for use in the State as "*The Homeowner's Guide to Environmental Hazards and Earthquake Safety*."

Lead-based paint Addendum is not attached to the Lease, but is provided as a separate addendum in your Lease Signing packet.

X Signature of Senior Servicemember or Spouse w/POA
RESIDENT

X Today's date
DATE

X _____
RESIDENT

X _____
DATE

ASBESTOS DISCLOSURE

Please note: The Owner considers Resident health a major priority and concern. As such, the following information is provided as an Addendum to draw Resident's attention to the actions that the Resident must take to ensure the Owner's efforts to minimize this risk are not compromised.

1. COMMUNITY. List your neighborhood
2. PREMISES LOCATION. House # & street name
City, North Carolina
Zip Code

3. LEASE DESCRIPTION.

Lease date: 10/01/2005

4. Residents *(list all residents)*

X

5. **WARNING:** This housing unit may contain asbestos containing materials (ACM).
6. **FACTS ABOUT ASBESTOS:** In most housing units built prior to 1981, asbestos was a commonly used construction material. In various parts of your unit, ACM may have been used in the original construction or in renovations prior to the enactment of federal laws that limit asbestos in certain construction materials.
7. **FEDERAL RECOMMENDATIONS:** The United States Environmental Protection Agency (EPA) has determined that the mere presence of ACM does not pose a health risk to residents and that these materials are safe so long as they are not dislodged or disrupted in a manner that causes the asbestos fibers to be released. Disturbances include scraping, sanding, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne. The EPA does not require that intact ACM be removed. Instead, the law simply requires that the Owner take reasonable precautions to minimize the chance of damage or disturbance of these materials.

8. RESIDENT RESPONSIBILITIES: Residents must comply with the following:

- a. Residents may hang pictures and wall ornaments by driving hangers into walls, but holes greater than one-quarter inch in diameter shall not be made without the express written approval of the Owner.
- b. Residents shall not drill holes for any purpose such as the installation of drapery rods or other fixtures. The Owner, if contacted, shall arrange for such installations, if appropriate.
- c. Residents noting holes of one-quarter inch or larger in wallboard or ceilings, or crumbling or peeling wallboard or ceiling materials shall notify the Owner, who shall determine what repair, if any, is necessary.

X Signature of Senior Svcmbtr or Spouse w/POA X Today's date
Resident Date

X _____ X _____
Resident Date

Atlantic Marine Corps Communities LLC, Owner
BY: AMCC Property Management LLC, Authorized Agent

X Signature of AMCC Employee Signature date